



Travis County Commissioners Court Agenda Request

Meeting Date: March 13, 2012

Prepared By: Daniel Perry **Phone #:** 263-9114

Division Director/Manager: Charles Bergh

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with the University of Texas Cycling Team for a bicycle road race at Pace Bend Park in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The University of Texas Cycling Team is requesting the use of Pace Bend Park on March 24, 2012, to host a bike race (UT Austin / Texas State-San Marcos Collegiate Road Race and Team Time Trial). The University of Texas Cycling Team is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Camp Chatauqua at Pace Bend Park. The races are to be confined to the paved roadways inside Pace Bend Park. The race has sanctioned by USA Cycling. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers, and emergency medical staff to provide security, early hours fee collection and respond to emergency medical calls and to resolve any conflicts with regular park users

Pace Bend Park has long been a desired location for many types of competitive events; these events have ranged from orienteering to bike races and triathlons to fishing tournaments due to the size and diversity of the park as well it's location on Lake Travis. The 6-mile paved loop road is attractive to bicycle race organizers due to its length, rolling topography and ease of access. The broad open areas of the park are able to facilitate the parking of large numbers of vehicles.

The UT Austin / Texas State-San Marcos Collegiate Road Race and Team Time Trial is an all day event with multiple races occurring throughout the day. The races are comprised of multiple circuits around the Park's main road. Races vary in distance and duration, and are categorized by gender, skill level, and age group.

Only collegiate and high school athletes will be competing. This is the first year this race is being held at Pace Pend Park

Race organizers anticipate that approximately 150 participants and 50 spectators will take part in this year's event.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

The races are scheduled to start at 7:00 AM and will conclude no later than 4:00 PM on Saturday, March 24, 2012. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

FISCAL IMPACT AND SOURCE OF FUNDING:

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

ATTACHMENTS/EXHIBITS:

- Licence Agreement
- Special Event Checklist
- Park Map
- Race Flyer
- Copy of Insurance

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Division Director	Parks	854-9408
Linnea Nasman	Race Director	UT Cycling Team	(510) 917-2464
Daniel Varela	Vice President	UT Cycling Team	(915) 203-0988

CC:

Daniel Chapman	Chief Park Ranger	Parks	263-9114
Daniel Perry	District Park Manager	Parks	263-9114
Keith Rawlings	Park Supervisor	Parks	264-3951

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the University of Texas Cycling Team ("Licensee"), a Texas non-profit organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "UT Austin / Texas State-San Marcos Collegiate Road Race and Team Time Trial" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park picnic areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be

exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of signage and traffic markers/safety cones along the race course and at entrances to the County Park campground, parking areas and boat dock, using materials pre-approved by County Park Rangers and staff; (b) pre-Event setup and staging activities; (c) posting of public notices at the County Park entrance at least one week prior to Event commencement for the purpose of informing parkgoers of the Event; and (d) placement of a sufficient number of portable restrooms so as to satisfy the restroom needs of anticipated Event participants, spectators and sponsors. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

II. TERM OF LICENSE

2.1 The License is granted for one day: Saturday, March 24, 2012, commencing at approximately 7:00 a.m. and terminating at approximately 4:00 p.m. (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be

responsible for contacting Keith Rawlings, Park Supervisor, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the County Executive of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee

has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: The University of Texas Cycling Team
 c/o Linnea Nasman
 3006 E. 16th St.
 Austin, Texas 78702

If to County: Honorable Samuel T. Biscoe
 Travis County Judge
 P.O. Box 1748
 Austin, Texas 78767

And: Steven M. Manilla, P.E.
County Executive
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: _____

Linnea Nasman
Race Director
University of Texas Cycling team

Date: _____

EXHIBIT A

Licensed Areas in Pace Bend Park

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

TRAVIS COUNTY PARKS Special Event Checklist

Event information needed

- **Location:** Pace Bend Park
- **Name of event:** UT Austin / Texas State-San Marcos Collegiate Road Race and Team Time Trial
- **Date & Time of event:** Saturday, March 24, 2012
- **Event Type** (complete description and history if applicable): Collegiate road race and team time trial. Only collegiate and high school athletes will be competing. Various categories will compete throughout the day. The events will last from 8am through 5pm.
- **Sponsor:** USA Cycling
- **Licensee:** University of Texas Cycling Team
- **Type of organization:** Non-profit
- **Primary contact personnel:** Linnea Nasman
Title: University of Texas Cycling Race Director
Address: 3006 E. 16th St, Austin, TX 78702
Phone numbers: (510) 917-2464
- **Secondary contact personnel:** Daniel Varela
Title: University of Texas Cycling Team Vice President
Address: 501 W. 26th St, Apt 121, Austin, TX 78705
Phone numbers: (915) 203-0988
- **Insured by:** USA Cycling and University of Texas
- **Holder of Insurance:** University of Texas at Austin Cycling Team
- **Estimated number of participants:** 150 maximum
- **Estimated number of spectators:** 50 maximum
- **Proposed concessionaires/vendors:** N/A
- **Special requests:** Make roads one-way between 7am and 4pm. Use Camp Chatauqua as the staging and parking area and use the access road through the camp as an entrance/exit for participants so they will not need to drive on the park's main loop.
- **Site visit date:** 02/05/12

From the site visit, park staff will determine the following:

- **Law enforcement required:** 2 Travis County Park Rangers @ \$35/hour, 7a – 4p
- **EMS coverage:** Need the contact info
- **Parking issues to be addressed:** One volunteer will be needed to help coordinate parking. No signage needed.
- **Access and traffic flow issues to be coordinated:** Race will be in a clockwise direction with both lanes available to both vehicles and bike racers. All traffic will keep to the right and pass on the left. Volunteers will be needed at the following locations to ensure vehicle traffic is traveling in the correct direction. "One-way" signs will be posted at the exits of coves / ramps / and other intersections. No other signage/barricades will be needed.

- (1 each) North and South intersections of Grisham Trail and Pace Bend Park Road (need to verify if these are needed with Park Manager)
- Tatum Boat Ramp
- Baldwin Cove
- Restroom 14 intersection
- Restroom 13 intersection @ Levi Cove
- Improved Campsite intersection
- Restroom 11 @ Mudd Cove
- Gracy Loop (restroom 2)
- Collier Boat Ramp
- Maugham Cove
- South Taylor
- North Taylor/Camp Texlake
- Highland Lakes Camp and Conference Center
- **Additional portable restrooms required:** Race Coordinator will provide the necessary portable toilets to accommodate approximately 200 participants/spectators.
- **Additional dumpsters required:** None required.
- **Park fee collection issues:** Each participant/spectator will pay the standard park entrance fees.
- **Public notices required:** Two signs will be needed to notify the public of the upcoming event. The signs should be approximately 2' x 3' in size and designed to be staked into the ground. The signs should indicate the type of event, the date and time and a statement to indicate to the public that there will be possible traffic delays. One will be posted at the park entrance station and the other at the southern intersection of Pace Bend Road and Grisham Trail. Two separate businesses are located within the park. They should be contacted at least two weeks in advance and informed about the proposed event. Their contact information is:

Camp Texlake	Highland Lakes Camp and Conference Center
Steve Abbott	Danny Dowdy
512-264-1044	512-264-1777

- **License Agreement coordination:** Necessary documents are a completed Travis County Parks Special Events Checklist, a map of the proposed race venue/course, and a copy of the event insurance documents with Travis County, listed as a certificate holder. The following info should be listed on the insurance certificate:

Travis County
PO Box 1748
Austin, TX 78767

- **Other items as necessary:** None at this time.